



REQUEST FOR PROPOSAL

R15-064WS

Date issued: OCTOBER 28, 2015

TRANSIT FIXED ROUTE SERVICE PROVIDER-TRN

THE CITY OF COLORADO SPRINGS
TRANSIT DEPARTMENT

A PRE-PROPOSAL CONFERENCE WILL BE HELD ON
FRIDAY NOVEMBER 20, 2015 AT 9:00 AM MST AT 1015
TRANSIT DRIVE LARGE CONFERENCE ROOM, COLORADO
SPRINGS, CO 80903

PROPOSALS ARE DUE NO LATER THAN

**THURSDAY DECEMBER 10, 2015 AT 3:00
PM MST**

Contact

Walter Singleton
Contracting Specialist
1015 Transit Drive
Colorado Springs, CO 80903
(719) 385-7451
FAX (719) 385-5419
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PROJECT BRIEF DESCRIPTION
The City of Colorado Springs dba Mountain Metropolitan Transit (MMT) is seeking competitive proposals from qualified firms for the operation of a fixed-route service contract.
See Exhibit 4 for full description - Scope of Work

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SECTION I

1.0 PROPOSAL INFORMATION

Section I provides general information to potential Offerors on subjects such as where to submit proposals, number of copies, amendments, proprietary information designation, and other similar administrative elements.

GENERAL INFORMATION

The City of Colorado Springs is using the [Rocky Mountain E-Purchasing System](#) for soliciting bids and proposals from vendors. This system will provide you with convenient online access to all bid information for City of Colorado Springs as well as 106 other local agencies throughout Colorado. To receive email alerts of open bids in your field please register with [Rocky Mountain E-Purchasing System](#) and complete your online registration. If you are currently registered as a vendor with them, you do not need to register again. The City is no longer using the City website for solicitation and City Contracting no longer maintains a bidders' list.

If there are accompanying plans with this project, the fee (if any) will also be listed. Local vendors need to come in to our office to pick up the plans. Other interested parties can order the plans online and arrange payment and/or shipping of the project documents via check, Visa/MasterCard and your Fed-Ex number.

This particular solicitation is fully downloadable at no charge.

1.1 SUBMISSION OF PROPOSAL

- a. **Sealed offers** are to be submitted to:
Walter Singleton
Contracting Specialist
30 S. Nevada Avenue, Suite 201
Colorado Springs, CO80903

*****NO LATE OFFERS WILL BE ACCEPTED*****

- b. **Date/Time:** Proposals shall be received on or before **3:00 pm, Thursday December 10, 2015.**
- c. **Identification of Proposal:**
Proposals shall be submitted in a sealed envelope(s) or container(s) with the solicitation number, date for submission of offer and the Offeror's name clearly marked on the outside of the envelope(s) or container(s).

RFP No. R15-064WS Transit Fixed Route Service Provider - TRN
Due Date: Thursday, December 10, 2015 3:00 P.M.
Company: _____

- d. Any offer that is submitted without being properly marked may be opened for identification prior to the deadline for receipt of proposal and then resealed.

1.2 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held for this project on Friday, November 20, 2015, 9:00 AM at 1015 Transit Drive Large Conference Room Colorado Springs, CO 80903.

1.3 NUMBER OF COPIES

Offerors shall submit **one unbound original** set, **five (5) copies** and **one electronic version** of the proposal documents. This will greatly facilitate the evaluation process. The proposal shall remain the property of the City of Colorado Springs. The **unbound original** copy shall be clearly marked **'ORIGINAL'**.

1.4 SPECIAL TERMS AND CONDITIONS

The following special terms and conditions shall govern the preparation and submission of proposals and any contract that may ensue. Please note the following definitions of terms as used herein:

- The term "Request for Proposal (RFP)" means a solicitation of a formal sealed proposal following submission of which changes in proposals and/or prices are allowed, and the offer deemed by The City of Colorado to be most advantageous in terms of criteria as designated in the Request for proposal is accepted.
- The term "Offeror" means the person, firm, or corporation which submits a formal sealed proposal and which may or may not be successful in being awarded the contract.
- The term "Contractor" or "Consultant" means the Offeror who is awarded the contract to provide the products or services specified.
- The term "Statutory" means requirements of Colorado law.

1.5 PROPOSAL INFORMATION

- a. All questions regarding proposal preparation, the selection process, specifications, and interpretations of the terms and conditions of the RFP shall be submitted in writing no later than **nine (9) calendar days prior to the deadline for submission of offers, Tuesday December 1, 2015 at 2:00 PM.**
- b. Following the award of a contract, responses to this solicitation may be subject to release as public information unless the response or specific parts of the response can be shown to be exempt from public information. Offerors are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City of Colorado Springs assumes no obligation or responsibility for asserting legal arguments on behalf of potential Offerors.

1.6 RFP OBJECTIVE

The objective of this RFP is to provide sufficient information to enable qualified Offerors to submit written proposals to the City of Colorado Springs. The RFP is not a contractual offer or commitment to purchase products or services. In developing your response please feel free to present options and variables to the scope while still meeting the minimum requirements of this solicitation. Innovative proposals/solutions are encouraged and considered in the selection and/or award.

All information must be legible. Any and all corrections and or erasures must be initialed. Each proposal shall be accompanied by a transmittal letter signed in ink by an authorized representative of the Offeror. The contents of the proposal submitted by the successful Offeror may become part of any contract awarded as a result of this solicitation.

1.7 CONFIDENTIAL OR PROPRIETARY INFORMATION

If an Offeror believes that parts of an offer are confidential, then the Offeror must so specify. The Offeror must stamp in bold letters the term CONFIDENTIAL on that part of the offer which the Offeror believes to be confidential. The Offeror must submit in writing specific detailed reasons, including any relevant legal authority, stating why the Offeror believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. The City of Colorado Springs will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers, which are not marked as confidential, will be automatically considered public information after the contract is awarded. The successful offer may be considered public information even though parts are marked confidential.

1.8 AMENDMENTS

Amendments to this RFP may be issued at any time prior to the time set for receipt of proposals. The Offerors are required to acknowledge receipt of any Amendments (addenda)

issued to this RFP by returning a signed copy of each amendment issued. Signed copies must be received on or before the time set for receipt of offers (see 1.1 above).

The City of Colorado Springs will post all addenda on the [Rocky Mountain E-Purchasing System](#). It is the Offeror's responsibility to check the web-site for posted addenda or contact the Contracting Specialist listed to confirm the number of Amendments which have been issued.

1.9 WITHDRAWAL OR MODIFICATION OF OFFERS

Any Offeror may modify or withdraw an offer in writing at any time prior to the deadline for submission of an offer (see 1.1 above).

1.10 ACCEPTANCE

- a. Any offer received shall be considered an offer, which may be accepted by the City of Colorado Springs based on initial submission without discussions or negotiations.
- b. By submitting an offer in response to this solicitation, the Offeror agrees that any offer it submits may be accepted by the City of Colorado at any time within 60 calendar days from the date of submission deadline (see 1.1 above). The acceptance period of 60 calendar days from the date of submission will automatically be extended for an additional 60 calendar days unless the proposal expressly states in it that the acceptance period is limited to the initial 60 calendar day period.
- c. The City of Colorado Springs reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received, and/or to accept any portion of the offer if deemed in the best interest of the City of Colorado Springs. Failure of the Offeror to provide in its offer any information requested in the RFP may result in rejection for non-responsiveness.

1.11 PROPOSAL PREPARATION COST

The cost of proposal preparation is not a reimbursable cost. Proposal preparation costs shall be at the Offeror's expense and are the Offeror's total responsibility.

1.12 AWARD

The City of Colorado Springs intends to make an award using the evaluation criteria listed in the RFP to determine the best value considering all factors and criteria in the proposal submitted (see Section III for evaluation elements).

1.13 CONTRACT ADMINISTRATION

The City of Colorado Springs, Transit Division shall be responsible for the administration of the contract and for compliance with the interpretation of scope, scheduled services and cost compliance.

1.14 SCHEDULE OF EVENTS

The upcoming schedule of events is tentatively scheduled as follows:

Issue Request for Proposal	October 28, 2015
Pre-Proposal Conference	November 20, 2015
Proposal Due Date	December 10, 2015 at 3:00 PM
Short List Selection (if applicable)	TBD
Short List Interviews (if applicable)	TBD
Award of Contract (Letter of Intent)	TBD
Notice-to-Proceed	TBD
Commencement of Services	Upon Notice to Proceed

1.15 INQUIRIES

Questions about the RFP shall be in writing and directed to [Walter Singleton](#), E-mail wsingleton@springsgov.com. A written response to any inquiry will be provided in the form of an Amendment to the solicitation. See 1.8 Amendments. Questions must be received no later than **Tuesday December 1, 2015 – 2:00 P.M.**

The preferred method of submitting questions is by e-mail to the Contracting Specialist.

1.16 PERFORMANCE PERIOD

The performance period for this contract is three (3) years.

1.17 DEBRIEFING

Offerors not selected or placed on a short list may request a debriefing on the selection process as well as discussion of the strengths and weaknesses of their firm's proposal upon receipt of notification that their firm was not selected or short listed. Firms that were on the short list but not selected may request a debriefing after they have been notified that another firm was selected.

A debriefing may be scheduled by contacting the Contracting Specialist listed above in 1.15. The Contracting Specialist must receive a written request for debriefing no later than ten (10) calendar days after notification that your firm was not selected.

1.18 DULY AUTHORIZED SIGNATURE

The proposal must contain the signature of a duly authorized officer or agent of the Offeror's company empowered with the right to bind the Offeror. The Offeror must also provide evidence of the authority of the officer or agent to bind the Offeror.

1.19 SUBSTANTIVE PROPOSALS

The contractor shall certify (a) that contractor's proposal is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation; (b) that contractor has not directly or indirectly induced or solicited any other contractors to put in a false or sham bid; (c) that contractor has not solicited or induced any other person, firm, or corporation to refrain or abstain from proposing a bid; and (d) that contractor has not sought by collusion to obtain for themselves any advantage over any other contractors or over the City of Colorado Springs; and (e) contractor shall not violate or cause any person to violate, the Colorado Code of Ethics (C.R.S. 24-18-101 et. seq.).

1.20 OFFEROR'S QUALIFICATIONS

Each Offeror may additionally be required to show that they have satisfactorily provided products and performed similar work with companies, organizations or municipalities in the past and that no claims of any kind are pending against such work. No proposal will be accepted from an Offeror who is engaged on any work, which would impair their ability to perform or finance this work. All such work shall be revealed in the Proposal.

No proposal will be accepted from, nor will a contract be awarded to, any Offeror who is in arrears to the City of Colorado Springs, Colorado, upon any debt or contract, or who is in default, as surety or otherwise, upon any obligation to the City or is deemed to be irresponsible or unreliable by the City of Colorado Springs.

In writing, please provide the following responsibility determination submittals:

1. Name and phone numbers of at least three (3) references that you have completed similar projects for. Government entities if possible.
2. A complete list of all projects completed in the last two (2) years to include:
 - a. Name of owner
 - b. Contact name and phone number
 - c. Awarded contract amount and final contract amount
3. History of company and prior name(s) if existing company is less than five (5) years old
4. Name and summary of experience of the lead that will be permanently assigned to this project
5. List any claims that have been brought against the contractor by subcontractors or clients within the past five (5) years

6. List any and all litigation issues that have been filed by or against the contractor or former company names in the past five (5) years and the resolution/outcome

1.21 NON-COLORADO CORPORATIONS

Unless waived by the City of Colorado Springs, before or at the time that the contract is awarded to a corporation outside the State of Colorado, such corporation shall obtain authorization to do business in the State of Colorado, designate a place of business herein, and appoint an agent for service of process.

Such corporation must furnish the City of Colorado Springs with a certificate from the Secretary of the State of Colorado to the effect that a certificate of authority to do business in the State of Colorado has been issued by that office and is still valid. There shall also be procured from the Colorado Secretary of State a certified copy of the designation of place of business and appointment of agent for service of process, or a letter from the Colorado Secretary of State that such designation of place of business and agent for service of process has been made.

1.22 PROCUREMENT RULES AND REGULATIONS

All formal projects advertised by the City of Colorado Springs are solicited in accordance with the City's Procurement Rules and Regulations. The City's Procurement Rules and Regulations can be reviewed and/or downloaded from the City Contracting web-site www.coloradosprings.gov/contracting. Any discrepancies or conflicting statements, decisions regarding irregularities, clauses or specifications will be rectified utilizing the City's Procurement Rules and Regulations. It is the respondent's responsibility to advise the Contracting Specialist listed in these solicitation documents of any potential discrepancies, conflicting statements, clauses or specifications prior to the receipt date and time. Additionally, the City's Standard Specifications and General Provisions apply to all construction related projects.

SECTION II

2.1 PROPOSAL FORMAT

Your written proposal should include the information in the format outlined below and be limited to no more than fifty (50) pages. We recommend that you include concise, but complete, information about your firm emphasizing why you believe your firm to be uniquely qualified to provide the required services. "Short listed" firms, if applicable, may be required to make a formal in-person presentation to the selection committee. **A page shall be defined as 8-1/2" x 11"; single sided with a minimum font of 10.** The only exception to the 8-1/2" x 11" paper size is that the proposed project schedule can be submitted on 11" x 17" paper. Each 11" x 17" page for the schedule shall be counted in the overall page limitations above.

2.2 COVER LETTER

Cover letter shall be no more than one page. The cover letter does not count toward the 50 page limit.

2.3 PROPOSAL CERTIFICATION

Use Exhibit 1

2.4 ORGANIZATIONAL BACKGROUND AND OVERVIEW

Provide a brief history and overview of your company and its organizational structure, with special emphasis on how this project will fit within that structure.

2.5 PROJECT APPROACH

In this section, please address each of the detailed items listed in Exhibit 4, Scope of Work.

In developing your response please feel free to present options and variables to the scope while still meeting the minimum requirements of this solicitation. Innovative proposals/solutions are encouraged and considered in the selection and/or award.

2.6 TRANSITION PLAN

This section of the proposal will describe the actions the awarded Contractor will take to accomplish a successful transition from the current Contractor. The Offeror shall describe how they will maintain continuity of service during the transition period. The Offeror shall provide a timeline of events and milestones for the transition period that highlights specific actions to take and specific resources, including personnel and equipment.

2.7 STATEMENT OF QUALIFICATIONS

Submit a general description on a company-wide basis of your firm's background, and qualifications to provide the services and requirements indicated in the Scope of Work. **One copy of firm's financial statements for the past two (2) years is required, including but not limited to, balance statement, income statement, and statement of cash flows.**

2.8 PERSONNEL

The quality of personnel is extremely important in the City of Colorado Springs' decision-making process for awarding this contract. In this section, please submit brief resume(s) of key personnel in critical positions. Please feel free to attach copies of certifications, etc. It is important to the City that the consultant be familiar with transit vehicles, including but not limited to, fixed route buses, body on chassis vehicles and seven to twelve passenger vans.

2.9 COST PROPOSAL

The Contractor must use the Cost Breakdown (Exhibit 7) for the presentation of its cost proposal. Applicants are to submit cost amounts for each cost item identified in the Cost Proposal. The cost set forth in the schedule is for establishing a contract budget that will be the Contractors' operating budget for each year of the base period of this agreement. The following instructions and definitions apply to the completion of the Cost Proposal:

Personnel – Personnel costs must be broken down into wages, salaries and fringe benefits by job classification. Any bonuses awarded by the Contractor to personnel due to savings realized under this agreement relative to the cost to the City will not be reimbursed and should not be included in the proposed cost to the City.

Overhead Costs – General, administrative, and overhead costs included in the Targeted cost will include indirect expenses incurred for items such as, office supplies, uniforms, bonding costs, insurance, copying services, non-capitalized equipment shop tools and insurance. Costs for maintenance and/or rental equipment used in delivering goods and services under the terms of this RFP are also overhead costs. The City will not reimburse any indirect costs in connection with the following: bad debts, donations, entertainment, fines and penalties, lobbying, defense of criminal charges, alcoholic beverages, and/or annual events of any nature.

2.10 REFERENCES

Provide the names and locations of at least three (3) locations at which your company has conducted similar services and requirements. Specifically describe your company's experience in successfully completing similar projects. Also include a list of current clients and current projects the firm is presently working on. Provide names and contact information for each reference.

2.11 SUBMITTALS

Submit five (5) copies, one (1) **unbound original and** one (1) electronic version of all information requested herein, including all Attachments.

2.12 AWARD

Proposals submitted which do not meet the requirements of this Request will be considered non-responsive and will not receive further consideration. Follow-up calls for missing or incomplete information will not be made.

All responsive proposals received for this project will be reviewed and ranked on a basis which would best serve the interests of the City of Colorado Springs based on the evaluation criteria defined in Section III. The firm which is selected will be that which best serves the interests of the City of Colorado Springs and will be given the first right to negotiate an agreement acceptable to the City. In the event that an agreement satisfactory to the City cannot be reached, the City may enter into contract negotiations with one or more of the remaining qualified firms.

2.13 EXCEPTIONS

Please note that all Offerors must complete and return with their proposal, Exhibit 2, Exceptions Form.

2.14 INSURANCE REQUIREMENTS

Please note that all Offerors must complete and return with their proposal, Exhibit 3, Minimum Insurance Requirements.

SECTION III

3.1 EVALUATION CRITERIA

3.1.1 PROJECT APPROACH

See Section II - Item 2.5

3.1.2 QUALIFICATIONS

See Section II - Item 2.7

3.1.3 PROPOSED COSTS

See Section II - Item 2.9

3.1.4 PROPOSED PERSONNEL

See Section II - Item 2.8

3.1.5 REFERENCES (EXPERIENCE)

See Section II - Item 2.10

3.1.6 TRANSITION PLAN

See Section II - Item 2.6

3.1.7 PROPOSAL

The overall quality, exceptions and completeness of the proposal submitted.

3.2. SELECTION COMMITTEE

A selection committee will screen all proposals. Proposals will be ranked according to evaluation criteria, as outlined in the Request for Proposal. Through this process, the City will determine which proposals are acceptable or unacceptable. The City will notify, in writing, the participating firms whose proposals are deemed to be unacceptable. Those firms offering proposals deemed to be acceptable by the City will be evaluated by the selection committee. The selection committee may determine it necessary to require oral presentations or interviews with the "short listed" Offerors considered to be in the competitive range.

If oral presentations or interviews are conducted, they will also be scored. The selection committee may request revisions to the proposal from each of the Offerors at the conclusion of the interviews. However, if it is deemed necessary to seek revisions to the proposals at the conclusion of the interviews, then all interviewed Offerors will be requested to submit revisions; and the revisions will be scored accordingly.

- Quality of presentation
- Responses to provided questions/clarifications
- Ability to respond to general questions
- Requested revisions (if applicable)

3.3 AWARD OF CONTRACT

The City reserves the right to award this contract not necessarily to the Offeror with the most advantageous price, but to the firm that demonstrates the best ability to fulfill the requirements of this Request for Proposal. The City will select the most qualified firm that was proven to understand the needs and scope of the study. A contract prepared by the City will then be negotiated with the successful firm. In the event a contract cannot be negotiated with the top ranked firm, the City may enter into negotiations with the second highest ranked firm or the City may decide to call for new proposals. Immediately after the notice of award, the contractor will begin planning in conjunction with the City of Colorado Springs staff (to be designated by the City) to ensure fulfillment of all its obligations. The contractor may be expected to attend regular meetings as required by the City to assist in the preparation for startup.

SECTION IV

4.0 CONTRACT TERMS AND CONDITIONS

A contract for services will be negotiated with the successful Offeror, however at a minimum the terms and conditions listed in this RFP will apply:

4.1 CONTRACTOR'S CONDUCT

4.1.1 The contractor shall not display signs, or other advertising matter of any kind within or outside of the City limits of Colorado Springs area without the prior written permission of the City.

4.1.2 The contractor shall ensure that the contractor's personnel are courteous to the public, patrons, and all other persons.

4.1.3 All employees or other personnel of the contractor working on City property shall be of lawful working age. The contractor shall comply with all federal, state, and local labor and employment laws; and all personnel of the contractor shall be competent to do the work assigned to them by the contractor.

4.2 INTEGRATION

Any resultant contract will be a completely integrated contract and contain the entire agreement between the parties. Prior written or oral agreements, if any, shall be deemed of no effect and shall not be binding upon either party, unless incorporated by reference into the resultant contract. That contract may not be amended except in writing signed by all parties to the contract.

4.3 EMPLOYMENT OF ILLEGAL ALIENS

A law addressing the employment of illegal aliens (CRS 8-17.5-102) on public works projects became law effective July 1, 2007. The following clauses will be incorporated into all City of Colorado Springs contracts executed after July 1, 2007.

- a. The Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, or (ii) has attempted to verify through participation in the Department of Homeland Security's Basic Pilot Program that the contractor does not employ any illegal aliens. If the contractor has not been accepted into the Basic Pilot Program prior to entering into this Agreement, the Contractor shall apply to participate in the Basic Pilot Program (unless it has been discontinued) every three months after entering this Agreement until the Contractor either is accepted or this Agreement has been completed, whichever is earlier.
- b. Notwithstanding subparagraph (a) of this section of the Agreement, the Contractor shall not use or rely upon the Basic Pilot Program procedure for the purpose of pre-employment screening of job applicants during the performance of the obligations contained in this Agreement.
- c. If at any time prior to or during the performance of the Contractor's obligations contained in this Agreement, the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement for the Contractor knowingly employs or contracts with an illegal alien, the Contractor is required to (i) notify in writing both the subcontractor and the City within three (3) days after obtaining such knowledge that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, and (ii) terminate the subcontract with the subcontractor if, within the three (3) days following receipt of such notice, the subcontractor does not stop employing or contracting with the illegal alien. The Contractor shall not terminate the contract with the subcontractor if, during the three (3) day period after actual knowledge of employment or contract with the illegal alien, the subcontractor provides information to the Contractor to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. For purposes of this subparagraph only, and without waiving or changing any other Notice Provisions in this Agreement, all notices to the City regarding this subparagraph shall be addressed to the City Procurement Services Manager, 30 South Nevada Ave., Suite 201, Colorado Springs, CO 80903, with a copy to the Office of the City Attorney, P O Box 1575, Colorado Springs, Colorado 80901-1575.

- d. The Contractor will comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment.

4.4 EMPLOYEES

Compliance with Federal, State, and Local Laws

Contractor agrees that, with respect to persons employed by it to provide transportation services and other services, it will comply with all applicable federal, state, and local labor laws including, but not limited to, any and all laws relating to the minimum wages to be paid to its employees, limitations upon the employment of minors, minimum fair wage standards for minors, the payment of wages due employees, and all applicable regulations established to protect the health and safety of employees, passengers, and the public at large. Contractor also agrees to provide the employee protection required under Section 13(c) of the Federal Transit Act, as amended, 49 U.S.C. Section 5333(b), and any state and/or local laws for persons employed by it to provide transportation services and other services.

Employment of Personnel

General: All persons utilized by the contractor shall be employees of the contractor and shall not be employees of the City, whether statutory, common law, shared, or other status, whatsoever. Contractor shall be responsible for all recruitment, screening, testing, selection, training, scheduling, supervision, discipline, termination, and all other functions related to personnel required by the Contractor to perform Contractor's obligations under this Agreement.

Employees: Contractor shall comply with all federal requirements relating to drug and alcohol testing including, but not limited to, those imposed under 49 C.F.R. Parts 40, 653, and 654. Contractor shall participate in driver training programs, if any, and shall comply with driver and safety standards required by law.

Contractor Responsible for Contractor Employee Benefits

The contractor shall be responsible for payment of all wages, salaries, taxes, benefits, etc. whatsoever of contractors employees (employee benefits). This includes but is not limited to sick leave and vacation benefits. Contractor should ensure that contractor's proposal includes contractor's employment benefit costs. The contractor's employees are not City employees, and the City will not be responsible for payment of any employee benefits whatsoever, including but not limited to any employee sick leave or vacation benefits which may be saved, banked or otherwise accrued by employees of the Contractor under collective bargaining agreements or other employment agreements between the Contractor and Contractor's employees.

Employment Contracts and Labor Agreements

The contractor shall agree to abide by the terms of any 13(c) Agreements to which the city is a party, including but not limited to assuming the responsibilities of Recipient within the terms of those agreements. Contractor may deal with, and enter into Collective Bargaining or other labor agreements with, its employees. Terms agreed to by the contractor in collective bargaining or other labor agreements are not binding on the City as the City is not a party to those agreements or an employer of the Contractor's employees. Contractor shall notify the City of any labor negotiations being conducted with its employees, shall keep the City fully informed of the status and progress of such negotiations with regard to federal labor protections under the 13(c) Agreements.

SECTION V

EXHIBITS/APPENDICES

Exhibit 1	Proposal Certification
Exhibit 2	Exceptions
Exhibit 3	Minimum Insurance Requirements
Exhibit 4	Scope of Work
Exhibit 5	Federal Transit Administration (FTA) Required Clauses
Exhibit 6	Disadvantaged Business Enterprise (DBE) Program
Exhibit 7	Cost Breakdown
Appendix 1	Existing Route Descriptions
Appendix 2	Existing Route Map
Appendix 3	Existing Vehicle Inventory
Appendix 4	Contractor Support Vehicle Inventory
Appendix 5	Real Property & Facilities
Appendix 6	City Transit Equipment
Appendix 7	Proposed Minimum Service Performance Standards

EXHIBIT 1 PROPOSAL CERTIFICATION

1. Principal place of Business:

Does Offeror have an established office or facility in Colorado Springs? Yes___ No___

If yes, indicate address below if different than Principal place of Business.

Colorado Springs facility - Year established_____ % of Services that will be provided from this location

_____%

2. ___ The ability to provide a certificate of insurance evidencing the required coverage types and limits specified in Minimum Insurance Requirements exhibit. (It will be necessary that this certificate reflect the City of Colorado Springs as an Additional Insured as applicable.)

Indicate your ability to comply with the following requirements:

The City shall be added as an Additional Insured to all liability policies: Yes___ No___

Your property and liability insurance company is licensed to do business in Colorado:

Yes___ No___

Indicate the name of your property and liability insurance company here:

Name: _____

Your property and liability insurance company has an AM best rating of not less than B+ and/or VII:

Yes___ No___

Worker's Compensation Insurance is carried for all employees and covers work done in Colorado.

Yes___ No___

3. _____ One (1) copy of the current financial statements (if required). Enclose financial information in a separate envelope; do not bind with the other proposal copies. If review of the information is to be restricted to the City's financial officer, it must be marked accordingly.

Provide a response to the following: Are any lawsuits; federal, state or local tax liens; or any potential claims or liabilities pending against you, the firm, or the officers of the firm at this time?

Yes___ No___

If yes, provide details on a separate sheet and attach to your proposal.

4. ___ The completed and signed proposal. (Proposals must be identified according to the outline of this RFP document.) All required Exhibits are attached.

The Offeror certifies that no person or firm other than the Offeror or as otherwise indicated has any interest whatsoever in this offer or the Contract that may be entered into as a result of this offer and that in all respects the offer is legal and firm, submitted in good faith without collusion or fraud.

Offeror has delegated _____ as the Offeror's representative and contact for all questions or clarifications in regard to this offeror. Telephone # (____) _____ E-mail: _____.

Return this form with your Proposal.

EXHIBIT 2 EXCEPTIONS

Print the words "no exceptions"(here) _____ if there are no exceptions taken to any of the terms, conditions, or specifications of these proposal documents or contract.

If there are exceptions taken to any of the terms, conditions, or specifications of the proposal document or contract, they must be clearly stated on a separate sheet of paper attached to this sheet and returned with your proposal.

Note: All potential Offerors are hereby advised that exceptions taken may be considered during the evaluation phase which may affect the final scoring of proposals. Offerors stipulating that the City must use their contract or agreement may be determined non-responsive and their Proposal determined unacceptable.

Company Name: _____

Address: _____
(City, State and Zip Code)

Federal Tax ID#: _____

PHONE: _____

FAX: _____

E-MAIL ADDRESS: _____

Authorized Signature: _____ Date: _____

Printed Name/Title: _____

Return this form with your Proposal.

EXHIBIT 3 MINIMUM INSURANCE REQUIREMENTS

The following listed minimum insurance requirements shall be carried by all contractors and consultants unless otherwise specified in the City's solicitation package, Special Provisions or Standard Specifications.

1. X Workers' Compensation and Employers Liability as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$100,000.
2. X Automobile Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include owned, non-owned and hired automobiles.
3. X Commercial General Liability for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence and not less than \$2,000,000 aggregate. Coverage shall include premises and operations liability, blanket contractual, broad form property damage, products and completed operations and personal injury endorsements.
4. _____ Builders Risk or Installation Floater Insurance will be provided by the Owner (excluding earthquake or flood). This insurance shall insure and protect from all insurable risks of physical loss or damage. Contractors and subcontractors will be covered, excluding their own machinery, tools and equipment. The deductible under The Builders Risk or Installation Floater shall be sustained and borne by the Contractor. Losses will be adjusted with and made payable to the Owner and others as their interests may appear.
5. _____ Professional Liability Insurance providing coverage for acts, errors or omissions committed or alleged to have been committed by architects and engineers arising out of the conduct of their professional practice. The coverage shall carry a project limit of \$500,000. The coverage shall have an extended reporting period of 2 years following the date of substantial completion of the project for reporting of claims.
6. _____ Pollution Legal Liability Insurance for limits not less than \$1,000,000 per occurrence (or claims made) and not less than \$1,000,000 aggregate for bodily Injury, Personal Injury and property Damage. This coverage must include any losses arising from transit exposures and also include all costs associated with clean-up, containment, and disposal of any hazardous liquids or materials.
7. X Except for workers' compensation, employer's liability insurance and professional liability, Insurance The City of Colorado Springs must be named as an additional insured. Certificates of Insurance must be submitted before commencing the work and provide 30 days' notice prior to any cancellation, non-renewal, or material changes to policies required under the contract.
8. _____ Medical Malpractice Liability Insurance for limits not less than \$1,000,000 per occurrence.
9. X All coverage furnished by contractor is primary, and that any insurance held by the City of Colorado Springs Colorado Springs is excess and non-contributory.

The undersigned certifies and agrees to carry and maintain the insurance requirements indicated above throughout the contract Period of Performance

(Name of Company)

(Signature)

(Date)

Return this form with your Proposal.

EXHIBIT 4 SCOPE OF WORK

INTRODUCTION & SUMMARY OF INTENT

The City of Colorado Springs, Transit Services Division dba Mountain Metropolitan Transit (MMT) [hereinafter referred to as "City"] is seeking competitive proposals from qualified firms for the operation of a fixed-route service contract at existing transit facilities. The City desires to enter into an agreement that will provide the best value to the City and that will form the basis of a partnership between the service provider and the City for the achievement of the City long-term objectives.

The scope of services is within this Exhibit and the standards described are performance levels currently provided by City. Vendors may propose alternative ways to provide services in an innovative and creative manner as long as the proposed service delivery methods meet the key performance indicators and required service levels.

The proposal may include options; the City will choose which option best fits its long-term goals and objectives.

OBJECTIVES

This document identifies the nature and scope of the fixed route services to be provided for the City, relating to 43 fixed-route buses, increasing to 48 in spring of 2016; Service is required to be provided seven (7) days per week.

Service is currently scheduled to commence May 1, 2016. The term of the proposed agreement will be three (3) years with four (4) one-year renewal options.

A. OVERVIEW OF FIXED ROUTE SERVICE

System Background

The City is the primary provider of public transportation services in the Pikes Peak region. The City outsources its fixed-route and ADA paratransit services and contracts with local non-profit agencies to provide elderly and disabled paratransit service beyond the ADA requirements.

- Mountain Metro Transit: Fixed-route transit service to Colorado Springs, Manitou Springs, and parts of unincorporated El Paso County with approximately 10,000 one-way trips per day.
- Metro Mobility: ADA Paratransit service within $\frac{3}{4}$ mile of the fixed-route service.
- Metro Rides: Alternative transportation services including vanpool, carpool, school pool, and bike encouragement programs.
- Specialized Elderly and Disabled Services – Paratransit services above and beyond ADA.

Operational Profile

- The City's current fixed-route bus service is a modified hub and spoke system
- The system serves four transfer centers in the service area:
- Downtown Terminal – fifteen (15) routes
- Citadel Mall Transfer Center – eight (8) routes
- Pikes Peak Community College Centennial Campus – four (4) routes
- Voyager Parkway Transfer Center – two (2) routes
- The system has 24 routes. (22 yearly and 2 seasonal)
- The system has 15, 30 and 60 minute headways.
- The system operates seven days per week and all but three days a year. Service does not operate on Thanksgiving Day, Christmas Day or New Year's Day.
- Hours of operation are approximately:
- Monday to Friday – 5:30 AM to 10:00 PM

- Saturdays – 6:30 AM to 7:00 PM
- Sundays – 7:30 AM to 6:00 PM
- The system operates Monday to Friday about 452 revenue hours per day.
- The system operates Saturdays about 224 revenue hours per day.
- The system operates Sundays about 81 revenue hours per day.
- Max pullout is currently 35 buses per day with total fleet of 43 buses.

The City will provide:

Real Property and Facilities

1. Facilities required to support the operation of the fixed-route service contract, including office space at the Downtown Terminal

Equipment

1. All revenue and non-revenue vehicles required to support the operation of the fixed-route service contract
 - a) All revenue vehicles are equipped with GFI fare boxes, radios, variable message signs, head signs, mobile data terminals (MDT), automatic vehicle location systems (AVL), nine (9) cameras and recording devices per bus, and ten (10) buses are equipped with Automatic Passenger Counters (APC)
 - b) All City vehicles are licensed and registered by and to the City and at the expense of the City
 - c) Warranty: The City is not the manufacturer of the city equipment or the manufacturer's agent, and the City makes no express or implied warranty of any nature regarding the City equipment, including, but not limited to: its merchantability or fitness for any particular purpose; its design or condition; its workmanship; its freedom from latent defects; its compliance with the requirements of any law, rule, specification, or contract; or its non-infringement of any patent, trademark or license
2. Fuel for revenue and non-revenue vehicles
3. Four (4) City-issued desktop computers are supplied to the Contractor to manage the operations along with corresponding licenses for the Trapeze modules listed below.
 - a) Trapeze NOVAS
 - i. Two (2) web logins for management and dispatch. This monitors real-time, on-time and driver performance
 - b) Two (2) Trapeze COM licenses for customer service management and response
 - c) One (1) Trapeze OPS license for dispatch daily driver route management.

Services

1. Planning services including run cuts, driver bid information and driver paddles
2. Radio dispatching services
3. Marketing and public information services
4. Customer service personnel at 1015 Transit Drive to receive phone calls and walk-ins to Transit Campus including service information and complaint intake for action by the contractor

The Contractor will be responsible for:

Service Operations

1. Operation of all City-furnished revenue and non-revenue service vehicles required to support the operation of the fixed-route service contract.
2. Taking all steps necessary to ensure the safety and reasonable comfort and convenience of the public utilizing such service.
3. Compliance with all policies, practices, procedures, terms and conditions as may be directed by the City with regard to collection, security for, and disposition of fares, and other transportation and other services revenue.

4. Conducting fixed-route service, and its business and operations as they relate to such services, in a safe, sound and economical and efficient manner.
5. All costs associated with garage deadhead time.
6. Comply with all accounting and budgeting as set forth in the service agreement.
7. Provision of window dispatching services.
8. Comply with all city efforts to improve efficiency.
9. Complying with all City service standards and performance benchmarks.
10. Comply with all applicable provisions of federal, state and local law.
11. Reporting daily operational and maintenance issues as well as accidents and incidents.

Fare Collection

1. Collection of City-specified fares and the counting of each and every passenger who utilizes fixed-route service.
2. Compliance with all of the policies, practices, procedures, terms and conditions required by use of federal, state and other funds, including, without limitation, conditions pertaining to rates charged to students, elderly and handicapped persons; the prohibition of charter bus operations and school bus operations; employment; and reporting (see section 2.3 of this document).
3. Compliance with all policies, practices, procedures, terms and conditions as may be directed by the city with regard to matters such as passes, tickets, coupons, tokens, transfers, transfer systems, interconnections between different modes of transportation, and interconnections between different transportation agencies.
4. Compliance with all policies, practices, procedures, terms and conditions as may be directed by the City with regard to the availability and distribution of schedules and other printed materials on vehicles providing transportation services under this agreement.
5. Compliance with all policies, practices, procedures, terms and conditions as may be directed by the City with regard to collection, security for, and disposition of fares, and other service revenue.

Employees and Training

1. Provision of all professional, supervisory, administrative, skilled and unskilled personnel necessary or appropriate for the Contractor to provide the transportation services and to carry out its other obligations under a service agreement, including personnel that are explicitly dedicated to customer service.
2. Provision of transportation coordination services at the Downtown Terminal during business hours.
3. Providing a training program; including, but not limited to, customer service, supervision, and administration of fixed-route service.

Facility Operation and Maintenance

1. Maintenance of City furnished facility and equipment in first-class condition for their intended purposes throughout the agreement term. The City owns all the City equipment. Nothing contained in the services contract shall affect the City's absolute ownership of, and title to, the City equipment; such ownership and title being hereby expressly reserved to and retained by the City. Maintenance shall be in accordance with the below referenced documents; available upon request.
 - Facilities Maintenance Plan—dated October 1, 2013
 - Facilities Equipment Inventory—dated January 1, 2014
 - Stormwater Management Plan—dated January 1, 2013
 - Spill Prevention, Control and Countermeasure Plan—dated May 1, 2013
 - a) Repairing or replacing, at the Contractors sole expense, any facility or equipment item accidentally or willfully damaged, sabotaged, misused or lost. Failure to make said restoration will result in correction by City with reimbursement by Contractor.
 - b) Cooperating with City in maintaining an accurate inventory of all City equipment.
 - c) Return of facilities, equipment and records to City immediately following the agreement term or upon termination of the contract.
2. Implementing a comprehensive safety program and assume full responsibility for the safety of the passengers. Safety program shall be fully compliant with all applicable federal, state and local

regulations including but not limited to Occupational Safety and Health Administration (OSHA) and Americans with Disabilities Act.

- a) Provide and document initial safety training to all new employees
 - b) Conduct recurring safety training meetings for all employees to include senior management staff, managers and supervisors and front-line employees.
 - c) Provide copies of attendance rosters and agenda items discussed to Transit Staff Safety Officer.
 - d) Brief safety training topics as provided by Transit Staff Safety Officer.
 - e) Participate in transit safety drills and exercises.
3. Providing a comprehensive system security program.
- a) Provide and document initial security training to all new employees.
 - b) Conduct recurring security training meetings separate from safety training meetings for all employees to include senior management staff, managers and supervisors and front-line employees.
 - c) Provide copies of attendance rosters and agenda items discussed to transit security safety.
 - d) Brief security topics as provided by Transit Security Officer.
 - e) Participate in transit security drills and exercises.
4. Obtaining and paying all costs of utilities in the City provided facilities (with landscape irrigation), including but not limited to electric, gas, water, sewer and telecommunications. Historical utility costs provided upon request.

The current routes to be operated by the Contractor are outlined in the attachments to this RFP. These routes are anticipated to form the core service operated by the Contractor. Additional routes may be added to this core service as funding becomes available.

In all aspects of the operation of fixed-route bus service, it is the intent of the City to maintain full compliance with the requirements of the Americans with Disabilities Act (ADA). In this regard, the Contractor shall meet all ADA requirements for public transportation and shall carry out its responsibilities under the contract and work cooperatively with the City to ensure full ADA compliance.

In addition to the Americans with Disabilities Act, the Contractor shall be in compliance with all applicable federal, state and local regulations and requirements.

REFERENCE DOCUMENTS

The documents listed below shall serve as reference documents, throughout the Agreement Term, and shall be revised, modified or updated at City's sole discretion, from time to time. The Contractor shall comply with the requirements set forth in the reference documents and any revisions, modifications and updates to these documents upon written notification from City. Also, City from time to time may add additional reference documents or delete reference documents at City's sole discretion.

1. Operations Policies and Procedures Manual
2. All reference documents will be provided upon request or before the contract is in place

EXHIBIT 5 FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIRED CLAUSES

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

**31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

**49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17**

The following access to records requirements apply to this Contract:

Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites

pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
I State Grantees						
a. Contracts below SAT (\$100,000)	None	Those imposed on state pass thru to Contractor	None	None	None	None
b. Contracts above \$100,000/Capital Projects	None unless ¹ non-competitive award		Yes, if non-competitive award or if funded thru ² 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
II Non State Grantees						
a. Contracts	Yes ³	Those imposed on non-state	Yes	Yes	Yes	Yes

below SAT (\$100,000) b. Contracts above \$100,000/Capital Projects	Yes ³	Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
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Sources of Authority:

1 49 USC 5325 (a)

2 49 CFR 633.17

3 18 CFR 18.36 (i)

FEDERAL CHANGES

49 CFR Part 18

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000

42 U.S.C. § 6102, 42 U.S.C. § 12112

42 U.S.C. § 12132, 49 U.S.C. § 5332

29 CFR Part 1630, 41 CFR Parts 60 et seq.

The following requirements apply to the underlying contract:

Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from

discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 6 %. A separate contract goal **has not** been established for this procurement.

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Colorado Springs deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City of Colorado Springs. In addition, the contractor may not hold retainage from its subcontractors.

The contractor must promptly notify the City of Colorado Springs, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of Colorado Springs.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause the City of Colorado Springs to be in violation of the FTA terms and conditions.

TERMINATION

49 U.S.C. Part 18

Termination for Convenience

The City of Colorado Springs may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City of Colorado Springs to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of Colorado Springs, the Contractor will account for the same, and dispose of it in the manner the City of Colorado Springs directs.

Termination for Default [Breach or Cause]

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Colorado Springs may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City of Colorado Springs that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of Colorado Springs, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure

The City of Colorado Springs in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to the City of Colorado Springs' satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from the City of Colorado Springs setting forth the nature of said breach or default, the City of Colorado Springs shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City of Colorado Springs from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that the City of Colorado Springs elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City of Colorado Springs shall not limit the City of Colorado Springs' remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18

Disputes

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City of Colorado Springs' mayor. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the mayor. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the mayor shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance during Dispute

Unless otherwise directed by the City of Colorado Springs, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of Colorado Springs and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City of Colorado Springs is located.

Rights and Remedies

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City of Colorado Springs, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

CLEAN AIR

42 U.S.C. 7401 et seq 40 CFR 15.61 49 CFR Part 18

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CARGO PREFERENCE REQUIREMENTS

46 U.S.C. 1241 46 CFR Part 381

Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-

board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

FLY AMERICA REQUIREMENTS

49 U.S.C. §40118

41 CFR Part 301-10

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.

49 CFR Part 18

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

RECYCLED PRODUCTS

42 U.S.C. 6962

40 CFR Part 247

Executive Order 12873

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

BUY AMERICA REQUIREMENTS
49 U.S.C. 5323(j)
49 CFR Part 661

BUY AMERICA CERTIFICATION

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Return this form with your Proposal.

LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

Return this form with your Proposal.

SUSPENSION & DEBARMENT CERTIFICATION

By signing and submitting **its bid or proposal**, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Colorado Springs. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Colorado Springs, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Date: _____

Signature: _____

Company Name: _____

Title: _____

Return this form with your Proposal.

PROMPT PAYMENT TO SUBCONTRACTORS

Subcontractors are subject to the provisions of 49 CFR §26.29

A. The Contractor is required to pay all Subcontractors for all work that the Subcontractor has satisfactorily completed, no later than thirty (30) calendar days after the Contractor has received payment from the City of Colorado Springs.

B. In addition, the contractor is required to return any retainage payments to those Subcontractors within thirty (30) calendar days after the Subcontractor's work related to this contract, is satisfactorily completed.

D. The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.

E. The City of Colorado Springs will not pay the Contractor for work performed unless and until the Contractor ensures that the Subcontractors have been promptly paid for the work they have performed under all previous payment requests, as evidenced by either canceled checks (submitted with contractor invoice at the completion of the contract) and the Contractor's signature below that it will comply with the prompt payment requirements.

F. Failure to comply with these prompt payment requirements is a breach of the Contract, which may lead to any remedies permitted under law, including, but not limited to, Contractor suspension and/or debarment.

Date: _____

Signature: _____

Company Name: _____

Title: _____

Return this form with your Proposal.

EXHIBIT 6 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

The City of Colorado Springs, Transit Services Division, Mountain Metropolitan Transit's (MMT) receives Federal Financial assistance from the Department of Transportation (DOT) and as a condition of receiving this assistance, MMT has signed an assurance that we will comply with the Disadvantaged Business Enterprise (DBE) Program in the Code of Federal Regulation.

MMT's DBE Program provides a vehicle for increasing the participation, by socially and economically disadvantaged individuals, in state and local procurement. Socially and economically disadvantaged individuals are citizens of the United States (or lawfully admitted permanent residents) and who are:

- *Found to be socially and economically disadvantaged on a case-by-case basis;*
- *African American, (a person having origins in any of the Black racial groups of Africa);*
- *Hispanic American (a person of Mexican, Puerto Rican, Cuban, Dominican, Central or South American or other Spanish or Portuguese culture or origin, regardless of race);*
- *Native American (a person who is American Indian, Eskimo, Aleut, or Native Hawaiians);*
- *Asian-Pacific American (a person having origins from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong.*
- *Subcontinent Asian American (a person whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;*
- *Women;*
- *Members of any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.*
- *Tribally-owned concern means any concern at least 51 percent owned by an Indian tribe as defined in this section.*

The DBE Program was:

- *Established to accommodate historically under-utilized businesses*
- *Goals set for federally funded projects with prime and subcontracting potential*
- *Certification granted through the State of Colorado*

The main objectives of the DBE Program are:

- *To ensure that small disadvantaged business enterprises (DBE) can compete fairly for federally funded transportation-related projects.*
- *To ensure that only eligible firms participate as DBEs.*
- *To assist DBE firms in competing outside the DBE Program.*

MMT is required to establish annual DBE goals and review the scopes of anticipated contracts throughout the year and establish subcontracting opportunities. Our DBE goal for Federal Fiscal Years (FFYs) 2015 – 2017 is 6%.

Brittany Goode has been delegated, by MMT, as the Federal Transit Administration (FTA) DBE Liaison Officer (DBELO). She can be reached at 719-385-7471 or bgoode@springsgov.com. In that capacity, she is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is afforded the same priority as compliance with all other legal obligations incurred by the City of Colorado Springs in its financial assistance agreements with the DOT.

EXHIBIT 7 COST BREAKDOWN

FIXED-ROUTE BUS SERVICE PRICING

Fee per Vehicle Service Hour: \$ _____

Fixed Monthly Fee: \$ _____

CONTRACT PRICE SUMMARY				
	Startup	YR1	YR2	YR3
	Price	Price	Price	Price
Wages				
Fringes				
Utilities				
Services				
Corporate Srvcs				
Mat'l & Sply				
Insurance				
Workers Comp				
Facility				
Capital				
Other				
Sum of above				
Subtotal				
G&A %				
G&A AMOUNT				
FEE %				
FEE AMOUNT				
TOTAL PRICE PER YEAR				

Notes:

1. All pages of Exhibit 7 shall be completed in full
2. Explanation of changes from year to year
3. Submit proposed pricing methodology for years 2 and 3 (A maximum increase of the Denver-Boulder CPI or 3% whichever is lower will be allowed)

WAGES AND BENEFITS DETAILS FOR EACH POSITION TYPE

Startup Wage Detail	Number of Positions	Rate	Number of Days	Hours per Day	TOTAL	
------------------------	---------------------------	------	----------------------	---------------------	-------	--

WAGES					WAGE \$	HOURS
Position Title						
TOTAL Wages & Hours						

FRINGES	Startup
Payroll Taxes - Variable Ops -- FICA	

Management

Other paid expenses

- Legal
- Corporate staff time

Staff expense

- Other (please list)
- Relocation cost
 - Real estate sales Commissions

TOTALS

NUMBER OF STAFF NEEDED

	Startup	YR1	YR2	YR3
OPERATIONS (Position Title)				
ADMINISTRATIVE (Position Title)				
General Manager				
Assistant GM				
Total				
GRAND TOTAL -				

MISC EXPENSES

INSURANCE	Startup	YR1	YR2	YR3	YR4	YR5
General Liability						
Property Insurance						
Crime insurance						
Employment Practices						
Claim payments						
Performance bonds						
Workers Comp						
Ops worker						
Mntc worker						
Office worker						
OTHER						
Dues & Membership						
Staff Travel Cost						
Subsidiary staff travel cost						
Contract penalties						
Any Maintenance software subscription						
Licenses/fees/registration						
-- General software yearly fees						
-- Support vehicle license/registration						
-- Business licenses						
Business & Excise Tax						
Reimbursements						
Working Capital						
TOTALS						

APPENDIX 1 EXISTING ROUTE DESCRIPTIONS

- Route 1:** **Hillside – Hancock Plaza** (east-west route) Downtown Terminal to Hancock Plaza via Costilla, Mallard, Chelton and Delta Streets. (30 minute headway)
- Route 2:** **Centennial Boulevard – Garden of the Gods Road** (north-south route) Downtown Terminal to VA Clinic to El Paso County Citizens Service Center via Chestnut Street, Centennial Boulevard and Garden of the Gods Road. (60 minute headway)
- Route 3:** **Colorado Avenue** (east-west route) Downtown Terminal to Manitou Springs via Colorado and Manitou Avenues. (30 minute headway)
- Route 4:** **8th Street** (north-south route) Downtown Terminal to the Broadmoor Hotel via Cascade and Colorado Avenues, 8th and Cresta Streets. (60 minute headway)
- Route 5:** **Boulder Street** (east-west route) Downtown Terminal to the Citadel Mall via Boulder Street and Platte Avenue. (15 minute headway)
- Route 6:** **N. Wahsatch Avenue – Citadel Mall Transfer Center** (east-west and north-south route) Downtown Terminal to the Citadel Mall via Wahsatch Avenue, Fourth Street, Union Boulevard, Constitution Avenue, and Chelton Road. (60 minute headway)
- Route 7:** **Pikes Peak Avenue – Citadel Mall Transfer Center** (east-west route) Downtown Terminal to the Citadel Mall via Pikes Peak Avenue and Academy Boulevard. (30 minute headway)
- Route 8:** **Cache La Poudre Street** (east-west route) Downtown Terminal to the Citadel Mall via Cache la Poudre Street and Galley Road. (60 minute headway)
- Route 9A:** **Cascade Avenue – Voyager Parkway Transfer Center** (north-south route) Downtown Terminal to the Voyager Parkway Transfer Center via Cascade Avenue, Austin Bluffs Parkway, Nevada Avenue, Woodmen Road, and Academy Boulevard. (60 minute headway)
- Route 9B:** **Cascade Avenue – UCCS** (north-south route) Downtown Terminal to UCCS via Cascade Avenue and Austin Bluffs Parkway. (60 minute headway)
- Route 10:** **Highway 115 – PPCC Centennial Campus** (north-south route) Downtown Terminal to Pikes Peak Community College (PPCC) via Nevada Avenue, Southgate Road, Highway 115, and S. Academy Boulevard. (60 minute headway)
- Route 11:** **World Arena – PPCC Centennial Campus** (north-south route) Downtown Terminal to Pikes Peak Community College (PPCC) via Nevada Avenue, Venetucci Boulevard, and S. Academy Boulevard. (60 minute headway)
- Route 12:** **Palmer Park Boulevard** (east-west route) Downtown Terminal to Palmer Park Boulevard & Space Center Drive via Palmer Park Boulevard. (60 minute headway)
- Route 14:** **Chestnut Street – Garden of the Gods Road** (north-south route) Downtown Terminal to the El Paso County Citizens Service Center via Chestnut Street and Garden of the Gods Road. (60 minute headway)
- Route 15:** **E. Las Vegas Street/CJC – PPCC Centennial Campus** (north-south route) Downtown Terminal to Pikes Peak Community College (PPCC) via Fountain Boulevard, Capulin Drive, E. Las Vegas and Maxwell Streets. (60 minute headway)
- Route 16:** **Brookside Street – Uintah Gardens** (east-west and north-south route) Downtown Terminal to Uintah Gardens via Tejon, Brookside, 8th, 21st, Robinson, Uintah, and 19th Streets. (60 minute headway)
- Route 22:** **Southborough** (north-south route) Citadel Mall Transfer Center to Hancock Plaza via Galley Road, Murray Boulevard, Pikes Peak Avenue, Academy, Fountain, and Astrozon Boulevards. (60 minute headway)
- Route 23:** **Tutt Boulevard via Peterson Road** (east-west and north-south route) Citadel Mall Transfer Center to Morning Sun Drive via Galley and Peterson Roads, Constitution Avenue, Tutt, Stetson Hills, and Powers Boulevards, Barnes Road and Austin Bluffs Parkway. (60 minute headway)
- Route 25:** **N. Academy Boulevard** (north-south route) Citadel Mall Transfer Center to Voyager Parkway Transfer Center via N. Academy Boulevard. (30 minute headway)
- Route 27:** **S. Academy Boulevard** (north-south route) Citadel Mall Transfer Center to PPCC Centennial Campus via S. Academy Boulevard. (30 minute headway)
- Route 32:** **Security – Widefield** (north-south route) Hancock Plaza to Caballero Avenue & Fountain Mesa Road via S. Academy Boulevard, Hancock Expressway, Main Street, and Fontaine Boulevard. (60 minute headway)

- Route 33:** **Manitou Shuttle** (northwest-southeast route) Seasonal route from Old Man's Road to the Pikes Peak Cog Railroad in Manitou Springs. (10 minute headway)
- Route 333:** **Manitou Avenue Shuttle** (northwest-southeast route) Seasonal route from Old Man's Road to Manitou Avenue/Ruxton Avenue roundabout. (10 minute headway)
- Route 34:** **Garden of the Gods Road – Austin Bluffs Parkway** (east-west route) El Paso County Citizens Service Center to Morning Sun Drive via Garden of the Gods Road and Austin Bluffs Parkway. (60 minute headway)

metro
MOUNTAIN METROPOLITAN TRANSIT

TRANSIT SYSTEM MAP
Service is MET provided on New Year's Day, Thanksgiving Day and Christmas Day.
Schedules are available at the Downtown Transit Center or online at WWW.METROTRANSIT.COM.

Legend:

- Route:**
 - 101: Airport
 - 102: Airport
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APPENDIX 3 EXISTING VEHICLE INVENTORY

Unit #	Year	Make/Model	Type of Fuel	Vehicle Identification Number	License	Condition	Date Put In Revenue Service	Current Mileage
J206	2002	GILLIG PHANTOM	Diesel	15GCB271921111980	CO-705EFG	2	1/30/2003	464,713
J207	2002	GILLIG PHANTOM	Diesel	15GCB271021111981	CO-706EFG	2	1/30/2003	483,118
J208	2002	GILLIG PHANTOM	Diesel	15GGD271921073662	CO-703EFG	2	1/30/2003	454,277
J209	2002	GILLIG PHANTOM	Diesel	15GGD271021073663	CO-704EFG	2	1/30/2003	456,436
J501	2005	GILLIG BRT	Diesel	15GGB291151075266	CO-380CLV	3	9/13/2005	411,355
J502	2005	GILLIG BRT	Diesel	15GGB291351075267	CO-375CLV	3	9/13/2005	413,299
J503	2005	GILLIG BRT	Diesel	15GGB291551075268	CO-377CLV	3	9/13/2005	428,328
J504	2005	GILLIG BRT	Diesel	15GGB291751075269	CO-381CLV	3	9/13/2005	453,821
J505	2005	GILLIG BRT	Diesel	15GGD291351075232	CO-376CLV	3	9/13/2005	458,638
J506	2005	GILLIG BRT	Diesel	15GGD291551075233	CO-379CLV	3	9/13/2005	426,662
J507	2005	GILLIG BRT	Diesel	15GGD291751075234	CO-378CLV	3	9/13/2005	502,934
J601	2006	GILLIG LOW FLOOR BRT	Diesel	15GGD291X61077609	CO-254EUE	3	9/26/2006	486,149
J602	2006	GILLIG LOW FLOOR BRT	Diesel	15GGD291661077610	CO-256EUE	3	9/26/2006	477,200
J603	2006	GILLIG LOW FLOOR BRT	Diesel	15GGD291861077611	CO-255EUE	3	9/26/2006	434,095
J604	2006	GILLIG LOW FLOOR BRT	Diesel	15GGD291X61077612	CO-257EUE	3	9/26/2006	446,598
J605	2006	GILLIG LOW FLOOR BRT	Diesel	15GGD291161077613	CO-258EUE	3	9/26/2006	445,338
J606	2006	GILLIG LOW FLOOR BRT	Diesel	15GGD291361077614	CO-260EUE	3	9/26/2006	439,319
J607	2006	GILLIG LOW FLOOR BRT	Diesel	15GGD291561077615	CO-259EUE	3	9/26/2006	429,261
J608	2006	GILLIG LOW FLOOR BRT	Diesel	15GGD291761077616	CO-261EUE	3	9/26/2006	432,026
J609	2006	GILLIG LOW FLOOR BRT	Diesel	15GGD291961077617	CO-253EUE	3	9/26/2006	400,916
J610	2006	GILLIG LOW FLOOR BRT	Diesel	15GGD291061077618	CO-252EUE	3	9/26/2006	456,708
J611	2006	GILLIG LOW FLOOR BRT	Diesel	15GGD291261077619	CO-680VEM	3	9/26/2006	438,993
J612	2006	GILLIG LOW FLOOR BRT	Diesel	15GGD291961077620	CO-390BHF	3	9/26/2006	408,398
J700	2007	GILLIG LOW FLOOR BRT	Diesel	15GGB271171078951	CO-709RBR	4	10/11/2007	320,685
J701	2007	GILLIG LOW FLOOR BRT	Diesel	15GGB271371078952	CO-710RBR	4	10/11/2007	321,470
J702	2007	GILLIG LOW FLOOR BRT	Diesel	15GGB271571078953	CO-711RBR	4	10/11/2007	294,574
J703	2007	GILLIG LOW FLOOR BRT	Diesel	15GGB271771078954	CO-712RBR	4	10/11/2007	306,837
J704	2007	GILLIG LOW FLOOR BRT	Diesel	15GGB271971078955	CO-713RBR	4	10/11/2007	318,774
J705	2007	GILLIG LOW FLOOR BRT	Diesel	15GGB271071078956	CO-714RBR	4	10/11/2007	309,034
J706	2007	GILLIG LOW FLOOR BRT	Diesel	15GGB271271078957	CO-715RBR	4	10/11/2007	328,225
J800	2008	GILLIG LOW FLOOR BRT	Diesel	15GGB271X81176376	CO-820RBS	4	11/1/2008	289,615
J801	2008	GILLIG LOW FLOOR BRT	Diesel	15GGB271181176377	CO-821RBS	4	11/1/2008	268,903
J802	2008	GILLIG LOW FLOOR BRT	Diesel	15GGB271381176378	CO-823RBS	4	11/1/2008	284,818
J803	2008	GILLIG LOW FLOOR BRT	Diesel	15GGB271581176379	CO-819RBS	4	11/1/2008	270,795
J804	2008	GILLIG LOW FLOOR BRT	Diesel	15GGB271181176380	CO-822RBS	4	11/1/2008	254,060
J805	2008	GILLIG LOW FLOOR BRT	Diesel	15GGB271381176381	CO-818RBS	4	11/1/2008	283,217
6501	2008	Chevrolet Bus CC5V045	Diesel	1GBE5V19X8F415051	CO794RBS	3	10/28/2009	98,152
6502	2008	Chevrolet Bus CC5V045	Diesel	1GBE5V19X8F415079	CO795RBS	3	10/28/2009	115,455
6503	2008	Chevrolet Bus CC5V045	Diesel	1GBE5V1948F416423	CO796RBS	3	10/28/2009	116,835
6504	2008	Chevrolet Bus CC5V045	Diesel	1GBE5V1928F416369	CO797RBS	3	10/28/2009	117,808
6505	2008	Chevrolet Bus CC5V045	Diesel	1GBE5V1968F415127	CO798RBS	3	10/28/2009	116,879
T5580	2008	Ford E-450 Bus	Unleaded	1FD4E45S58DA78052	CO841RBR	2	4/25/2008	243,556
T5586	2008	Ford E-450 Bus	Unleaded	1FD4E45S38DA78051	CO847RBR	2	4/25/2008	143,961

APPENDIX 4 CONTRACTOR SUPPORT VEHICLE INVENTORY

The Support Vehicles listed in the table below shall be available to the Contractor. All support vehicles listed in the following table will be serviced under the City Transit Fleet Maintenance Program and the Contractor shall be responsible for all other maintenance, general upkeep, insurance, and body damage.

City Transit support vehicles provided by City Transit shall not be used for personal use and shall be parked when not in use at the City Transit Fixed Route facility. City support vehicles shall not be taken home or outside of the service area as standby vehicles unless approved by the Transit Division Manager.

Unit #	Year	Make/Model	Type of Fuel	Vehicle Identification Number	License	Condition	Date Put In Revenue Service	Current Mileage
E198	2007	Ford Escape XLT	Unleaded	1FMYU93107KA63125	781HLN	3	12/31/2006	125,630
E221	2012	Ford Fusion	Unleaded	3FAHP0GA3CR119507	839UHD	5	9/28/2011	51,222
E222	2012	Ford Fusion	Unleaded	3FAHP0GA5CR119508	838UHD	5	9/28/2011	48,393
E223	2012	Ford Fusion	Unleaded	3FAHP0GA7CR119509	837UHD	5	9/28/2011	43,557
E225	2011	Ford Van E150	Unleaded	1FMNE1BW3BDB29212	152UHE	3	9/28/2011	24,097
Ride 39	2010	Toyota Sienna	Unleaded	5TDKK4CC4AS328651	065UHA	4	1/20/2010	134,405
Ride 43	2010	Toyota Sienna	Unleaded	5TDKK4CC0AS340750	090UHA	4	1/20/2010	147,508
Ride 50	2011	Toyota Sienna	Unleaded	5TDKK3DC3BS136681	424UHC	5	3/31/2013	81,526

APPENDIX 5 REAL PROPERTY AND FACILITIES

<u>Facility</u>	<u>Address</u>
Fixed Route Administration	1070 Transit Drive

APPENDIX 6 CITY TRANSIT EQUIPMENT

The City Transit equipment listed in the table below shall be available to the Contractor as provided in this Contract. The Contractor shall be responsible for all maintenance and general upkeep of the listed equipment per the Contract. Any additional phones or internet connections required by the Contractor above those listed below shall be at the Contractors expense. The Contractor shall be responsible for any long distance charges made on the City phone system and will be invoiced for the actual charges by the City.

<u>Equipment Description</u>	<u>Location</u>
Fencing	Entire Site
Wood Trim and Casework	All Buildings
Roofing Systems	All Buildings
Personnel Doors	All Buildings
Window Glazing Systems	All Buildings
Carpeting	All Buildings
Resilient Flooring	All Buildings
Tile, Wall, and Ceiling Finishes	All Buildings
Furnishings	All Buildings and Applicable Site Locations
Compressed Air Piping System	All Buildings and Applicable Site Locations
Temperature and Environmental Systems Control	All Buildings and Applicable Site Locations
Lighting Systems	All Buildings and Applicable Site Locations
City Computers and Telephones	Maintenance Building
Internet connections	through City infrastructure Maintenance Building

APPENDIX 7 PROPOSED MINIMUM SERVICE PERFORMANCE STANDARDS

Contractor Performance Standards	
Performance Measures	Liquidated Damages
<p>Missed Trip is defined as: <i>A 'trip' is defined as a start to an end</i></p> <ul style="list-style-type: none"> • If a bus does not physically run a scheduled trip. • If a bus is so late on a trip so as to cause City dispatch to re-route any bus to put a bus back on schedule. • If a response to a replacement bus is not within 30 min. from notification of need, to bus leaving garage. 	<p>\$200 per unexcused missed trip.</p>
<p>Late Arrival</p>	<p>\$50 per late arrival (more than 5 minutes late) at predetermined designated timepoints (nodes), based on Trapeze Report, video verification, or report of City personnel.</p>
<p>Early Arrival and Departure</p>	<p>\$100 per early trip incident, defined by arriving at, or departing from, a time point greater than 1 minute or more but less than 3 minutes ahead of schedule at any time point (node). \$300 liquidated</p> <ul style="list-style-type: none"> • Report verified by MMT. • Report by City Transit personnel with verification. • Report by City Transit passenger with verification.

APPENDIX 7 PROPOSED MINIMUM SERVICE PERFORMANCE STANDARDS CONTINUED

Contractor Performance Standards	
Performance Measures	Liquidated Damages
Customer Complaints	\$150 per unexcused (valid) customer complaint in excess of 30 per month. Customer complaints will be based on calls to the City's customer service center or entered into Trapeze com center or from video.
Safety Inspection Report Failure	\$650 per failure incident
Accidents Defined as contact with an object, vehicle or person, or injury of a passenger that was preventable as	\$1200 per preventable accident
GFI Data Entry	\$25 per incident for general GFI data entry \$625 per incident that NTD data is entered
Buses left Running unattended	\$50 per incident - Any bus left running unattended for over 20 minutes
False Reporting of Bus as an Unsafe/Needs Maintenance	\$450 per incident - any bus reported as unsafe or needing maintenance that cannot be supported by maintenance examination, which requires a bus to be taken out of service falsely
City will apply liquidated damages as the above performance measures impact the City and cause damage. Documented explanation for any measures and incidents by the Contractor shall be forwarded to the City for a review within 30 days of request. Failure to provide the response to MMT within 30 days of the request will result in all fines indicated above being applied to the invoice. MMT can accept or refuse at their discretion the explanations given.	